



## CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Advertisement for Bids for the Installation of Automated Residential Electric Meters (EUD)

MEETING DATE: September 17, 2008

PREPARED BY: Electric Utility Director

---

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for the installation of automated residential electric meters.

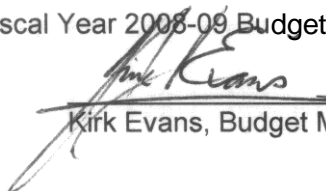
BACKGROUND INFORMATION: Approximately 8,200 automated electric meters were recently purchased from Itron of Spokane, Washington. This purchase was based on Resolution No. 2005-54 dated April 6, 2005 wherein the City Council approved the standardization of solid-state meters for residential and small commercial customers with Itron.

EUD has been installing automated electric meters since 2006. At present, more than 2,500 meters have been installed in difficult-to-read sites and in new developments. The additional 8,200 meters will (i) be installed in other difficult-to-access areas, i.e. this will replace the window card system, (ii) replace problematic mechanical MX meters (approximately 900), and (iii) will allow one of the four meter readers to be re-assigned and trained for another function in the Field Services Division.

Staff recommends approval of the specifications and authorization to advertise for the installation of Automated Residential Electric Meters.

FISCAL IMPACT: Estimated cost is \$123,000 (average of \$15 per meter install)

FUNDING: Fiscal Year 2008-09 Budget Account No. 161000.

  
Kirk Evans, Budget Manager

  
George P. Morrow  
Electric Utility Director

PREPARED BY Demy Bucaneg, Jr., P.E., Assistant Electric Utility Director

GFM/DB/lst

Attachment

---

APPROVED:   
Blair King, City Manager



Specifications  
INSTALLATION OF AUTOMATED RESIDENTIAL  
METERS

October 2008

**CITY OF LODI**  
ELECTRIC UTILITY DEPARTMENT

Book No. \_\_\_\_\_

**TABLE OF CONTENTS**

<b>Section</b>	<b>Title</b>	<b>Page No.</b>
SECTION 1	NOTICE INVITING BIDS .....	1.1
SECTION 2	INFORMATION TO BIDDERS.....	2.1
SECTION 3	BID PROPOSAL .....	3.1
SECTION 4	CONTRACT .....	4.1
SECTION 5	GENERAL PROVISIONS .....	5.1
SECTION 6	SPECIAL PROVISIONS .....	6.1

## INSTALLATION OF AUTOMATED RESIDENTIAL METERS

## SECTION 1 NOTICE INVITING BIDS

---

### CITY OF LODI, CALIFORNIA

Sealed proposals will be received by the Budget Officer, Lodi City Hall Annex, 300 W. Pine Street, P.O. Box 3006, Lodi, California, 95241-1910, until **11 a. m. on Wednesday, October 15, 2008**. At that time, the proposals will be publicly opened and read in the Public Works Conference Room, Lodi City Hall, 221 W. Pine Street, for performing the following described work.

The scope of work for the contractor shall include the following, as well as other incidental and related work, as described in these project specifications:

1. Provide qualified labor resources for the installation of approximately 8,200 single-phase meters within the City of Lodi;
2. Provide tools, vehicles and appropriate safety equipment necessary for this project;
3. Coordinate with the City for scheduling and reporting;
4. Complete required work order forms;
5. Pickup new meters for installation and store removed meters at designated storage sites;
6. Provide call center services during the installation period; and,
7. Installation of required door hangers, seals, rings, etc. for complete meter installation.

The Contractor agrees to commence work within 30 calendar days after both parties have signed the contract and to complete the work within **455 calendar days**. Upon signing the contract, Contractor agrees that length of time of the contract is reasonable.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the Electric Utility Department, Director's Office, City of Lodi, 1331 South Ham Lane, Lodi, California, 95242. The Contractor and any subcontractor shall pay each employee engaged in the trade or occupation not less than the hourly wage rate. As the wage determination for each craft reflects an expiration date, it shall be the responsibility of the prime contractor and each subcontractor to ensure that the prevailing wage rates of concern are current and paid to the employee.

The Contractor shall make travel and subsistence payments to each worker needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements in accordance with Section 1773.8 of the Labor Code.

If a craft or classification used on the project is not shown on the wage determination, the Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations.

The City of Lodi hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will

be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

For any moneys earned by the Contractor and withheld by the City of Lodi to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contract Code of the State of California.

The Contractor shall submit copies of payroll records.

The contract documents are available at the office of the Electric Utility Department, 1331 South Ham Lane, Lodi, California, 95242, (209) 333-6762.

No bid will be considered unless it is submitted on a proposal form furnished by the City of Lodi. The prime contractor on this project shall possess a valid **State of California Class C10** contractor's license.

The City Council reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid.

By Order of the City Council

RANDI JOHL  
City Clerk

---

**2.100 BID OPENING**

The Budget Officer will receive sealed bids at the Lodi City Hall Annex, 300 West Pine Street, Lodi, California, 95240, until the time for opening bids as noted in the "Notice Inviting Bids". Bidders or their authorized agents are invited to be present.

The proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover, plainly marked as a proposal and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Only proposals actually received by the Budget Manager by the time set for the bid opening will be accepted.

**2.200 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK**

The bidder is required to examine carefully the site, Information to Bidders, Bid Proposal, Contract, General Provisions, Special Provisions and the plans for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the General Provisions, the Special Provisions and the Contract. It is mutually agreed that submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination.

If omissions, discrepancies or apparent errors are found in the specifications prior to the date of bid opening, the bidder shall submit a written request for a clarification, which will be given in the form of addenda to all bidders if time permits.

**2.300 REGISTRATION OF CONTRACTORS**

Before submitting bids, contractors shall be licensed in California in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.

**2.400 BIDDING DOCUMENTS**

- A. Proposal Form - All proposals must be made on the forms provided with this set of specifications. Bids not presented in this form shall be disregarded. All proposals must be signed by the Bidder. If the bidder is a corporation, the corporation's seal must be used.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Total Price" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in a) or b), as follows:

- 1) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- 2) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price.

Each proposal shall include all addenda or clarifications issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification may result in the proposal being rejected as not responsive.

- B. List of Proposed Subcontractors - Any subcontractor doing work in excess of 1/2 of 1 percent of the total contract price shall be designated on the form provided in accordance with Sections 4100 et seq. of the Government Code.
- C. Bidder's Guarantee - All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond made payable to the City of Lodi for an amount equal to at least 10% of the amount of said bid and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract.

## **2.500 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES**

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

The right is reserved to reject any and all proposals.

## **2.600 PREVAILING WAGE RATES/LABOR CODE REQUIREMENTS**

- A. Prevailing Wage Rates Bidders are notified that the contractor to whom the contract is awarded, and any subcontractor under them, must pay the general prevailing wage rates as ascertained from time to time by resolution of the City Council. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3039, and similar purposes applicable to the work to be done. Said rates are

available through the Electric Utility Department, Director's Office, City of Lodi, 1331 South Ham Lane, Lodi, California, 95242.

The contractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. The contractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good, readable condition for the duration of the work. In those projects where Federal funds are involved, as indicated by the inclusion of Federal wage determinations in the project "Instructions to Bidders", the minimum wages to be paid shall be the highest of either the State or Federal prevailing wage rates.

Should the contractor choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Lodi the actual cost of engineering, inspection, superintendence, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

- B. Payroll Records The prime contractor to whom the contract is awarded shall insure that they and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. It shall be the prime's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. The contractor shall submit copies of all weekly payrolls to the Engineer.
- C. Apprenticeship Standards The prime contractor shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administrate and conduct apprenticeship programs.
- D. Labor Code Section 1776
  - 1) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
  - 2) The payroll records enumerated under subdivision (1) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
    - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
    - b) A certified copy of all payroll records enumerated in subdivision (1) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
    - c) A certified copy of all payroll records enumerated in subdivision (1) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or



the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 1), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

- 3) Each contractor shall file a certified copy of the records enumerated in subdivision (1) with the entity that requested the records within 10 days after receipt of a written request.
- 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.
- 5) The contractor shall inform the City of the location of the records enumerated under subdivision (1), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance still be evident after the 10-day period, the contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

## **2.700 AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements described.

In case of tie bids, the tie will be broken by a coin toss, conducted by the City Budget Officer. Tie bidders will be notified and may be present.

"Lowest responsible bidder" refers to not only the attribute of trustworthiness, but also to the quality, fitness, and capacity of the low monetary bidder to satisfactorily perform the proposed work. If the Council determines to award a contract to other than the lowest monetary bidder, the City shall:

1. Notify the lowest monetary bidder;
2. Give the lowest monetary bidder an opportunity to know the reason why he/she is not considered the lowest responsible bidder;
3. Give the lowest monetary bidder an opportunity to ask for a pre-award hearing before the City Council.

## **2.800 EXECUTION OF CONTRACT**

The contract shall be signed by the successful Bidder and returned, together with the contract bonds, within ten (10) working days, after the Bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds as provided herein within ten (10) working days, after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal deposit. The City may elect to adjust the start of working days as described in Section 6-04.03 to account for delays in executing the contract.

The successful bidder acknowledges, upon signing the contract, that the time of completion of the contract is reasonable.

## **2.900 CONTRACT BONDS**

The Contractor shall furnish one good and sufficient bond:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price.

This bond will be required at the time the signed contract is returned to the City. The Contract Surety Bond (Faithful Performance) and the "California All-Purpose Acknowledgement" included as a part of the contract documents must be completed, signed, notarized and returned to the City together with the signed Contract.

## **2.1000 NOTIFICATION OF SURETY COMPANIES**

The surety companies shall familiarize themselves with all the provisions and conditions of the contract. It is understood and agreed that they waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time or any other act or acts by the City of Lodi or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this contract.

## **2.1100 INSURANCE CERTIFICATE**

The Contractor shall furnish a certificate of insurance to the City of Lodi in accordance with Section 5.413, "Public Liability and Property Damage Insurance", and Section 5.414, "Compensation Insurance", of the General Provisions at the time the signed contract is returned to the City. The certificate of insurance shall show the City of Lodi as the certificate holder.

## **2.1200 WORKER'S COMPENSATION INSURANCE**

The Contractor shall provide proof of full Worker's Compensation Insurance coverage for all persons employed in carrying out the work, including proof of coverage of subcontractor's employees, under this contract in accordance with the "Worker's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. In addition the contractor shall submit a copy of the companies Illness, Injury, Prevention Program (I.I.P.P.) to the engineer.

## INSTALLATION OF AUTOMATED RESIDENTIAL METERS

## SECTION 3 BID PROPOSAL

---

CITY OF LODI, CALIFORNIA

Date: October 2008

To the Lodi City Council  
c/o Budget Officer

(If delivered by FedEx, UPS or courier):  
300 West Pine Street  
Lodi, CA 95240

(If delivered by mail):  
P.O. Box 3006  
Lodi, CA 95241-1910

The undersigned declares that the site has been carefully examined, as well as information to Bidders, Contract, General Provisions, Special Provisions and the Plans for the construction of various items required for the above-named project and submits this schedule of prices for the items of the bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Plans, Information to Bidders, General Provisions, Special Provisions and Contract form adopted for the same and the requirements under them of the Engineer, and will take in full payment therefor the following unit and total prices, to-wit:

The scope of work for the contractor shall include the following, as well as other incidental and related work, all as described in these project specifications:

1. Provide qualified labor resources for the installation of approximately 8,200 single-phase meters within the City of Lodi;
2. Provide tools, vehicles and appropriate safety equipment necessary for this project;
3. Coordinate with the City for scheduling and reporting;
4. Complete required work order forms;
5. Pickup new meters for installation and store removed meters at designated storage sites;
6. Provide call center services during the installation period; and,
7. Installation of required door hangers, seals, rings, etc. for complete meter installation.

<u>BID ITEM</u>					
ITEM			EST'D.		
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Install Automated Residential Meters	LF	8,200	\$_____	\$_____
TOTAL BID					\$_____

The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract, two good and sufficient bonds will be furnished: one in the amount of 100 percent of the contract price for faithful performance of all the terms and covenants and conditions of the contract; the other in the amount of 50 percent of the contract price to guarantee the payment for labor and materials used in performing the work embraced under this contract.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded, except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract. Accompanying this Bid Proposal is \_\_\_\_\_ (insert the words "Cash," "Certified Check," "Cashier's Check," or "Bidder's Bond," as the case may be) payable to the City of Lodi in the amount equal to at least 10% of the total bid, which is to be deposited with the City of Lodi as required.

The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within 10 working days after receiving the contract for signature, the proceeds of the deposit accompanying the bid shall become the property of the City of Lodi, California, and this Bid Proposal and the acceptance thereof may be considered null and void. However, if the undersigned shall execute the contract and furnish the bonds required within the time aforesaid, the deposit shall be returned forthwith.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all

respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Description of Work</u>
_____	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
_____	_____	_____
	_____	_____

(Attach additional sheets if needed.)

The Undersigned is licensed in accordance with the laws of the State of California,  
License No. \_\_\_\_\_, Classification \_\_\_\_\_, License Expiration  
Date \_\_\_\_\_.

\_\_\_\_\_  
Bidder

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_  
Telephone

## INSTALLATION OF AUTOMATED RESIDENTIAL METERS

## SECTION 4 CONTRACT

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and \_\_\_\_\_, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The Latest Edition of
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the

general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The scope of work for the contractor shall include the following, as well as other incidental and related work, all as shown on the plans and specifications for the above project:

1. Provide qualified labor resources for the installation of approximately 8,200 single-phase meters within the City of Lodi;
2. Provide tools, vehicles and appropriate safety equipment necessary for this project;
3. Coordinate with the City for scheduling and reporting;
4. Complete required work order forms;
5. Pickup new meters for installation and store removed meters at designated storage sites;
6. Provide call center services during the installation period; and,
7. Installation of required door hangers, seals, rings, etc. for complete meter installation.

<u>BID ITEM</u>					
ITEM	EST'D.				
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Intall Automated Residential Meters	LF	8,200	\$_____	\$_____
TOTAL BID					\$_____

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 455 CALENDAR DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
Stephen Schwabauer  
City Attorney

## INSTALLATION OF AUTOMATED RESIDENTIAL METERS

## SECTION 5 GENERAL PROVISIONS

---

### **5-100 SCOPE OF WORK**

**5-101 Work to be Done** The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools and machinery, except as otherwise specified, which are necessary and required to construct and complete the work designated in these specifications and improvement plans, and to leave the grounds in a neat condition.

**5-102 Alterations** By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increases or decreases, and additions or omissions in the plans and specifications may be made and the same shall in no way affect or make void the contract.

The City of Lodi reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the City Engineer.

**5-103 Extra Work** New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items for which there is a contract bid price.

The Contractor shall do no extra work except upon a written change order from the City Engineer. For such extra work, the Contractor shall receive payment as previously agreed upon in the change order or as provided in Section 5-604, "Extra Work", of these General Provisions.

**5-104 Cleaning Up** The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

The Contractor shall remove and dispose of all trees designated by the City Engineer as obstructions to the proper completion of the work.

Upon completion and before making application for final acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by Contractor in connection with the work of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition, acceptable to the Engineer.

### **5-200 CONTROL OF WORK**

**5-201 Authority of the City Engineer** The City Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation.

The City Engineer's decision shall be final. The City Engineer shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

**5-202 Plans** All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the City Engineer, except by direction of the City Engineer.

The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. These plans shall be approved by the City Engineer before any work involving these plans shall be performed. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed therefor.

It is mutually agreed, however, that approval by the City Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of Contractor's working plans with the approved plans and specifications.

**5-203 Conformity with Contract Documents and Allowable Deviations** Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Deviations from the approved plans, as may be required by the urgencies of construction, will be determined in all cases by the City Engineer and authorized in writing.

**5-204 Coordination of Plans and Specifications** The plans and specifications including all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work.

Plans shall govern over Special Provisions. Special Provisions shall govern over General Provisions. General Provisions shall govern over Standard Specifications and Standard Plans.

5-205 Interpretation of Plans and Specifications Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall apply to the City Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original specifications. In the event of doubt or questions relative to the true meaning of the contract documents, reference shall be made to the City Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5-206 Order of Work When required by the Special Provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5-207 Plans and Specifications on Job Site A completed, approved set of plans, specifications and change orders shall be kept on the job site and available at all times. Non-availability shall be deemed a cause for temporary suspension of work.

5-208 Superintendence Before starting work, the Contractor shall designate in writing an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will, on request of the Contractor, be given or confirmed in writing.

5-209 Lines and Grades All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted. Such stakes or points will be set as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in the plans and specifications.

Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight grade; and in case any such discrepancy exists, it must be reported to the City Engineer. If such a discrepancy is not reported to the City Engineer, the Contractor shall be responsible for any error in the finished work.

The Contractor shall give at least 24 hours notice when the services of the City Engineer are required for laying out any portion of the work.

Stakes and points set by the Engineer shall be carefully preserved by the Contractor until authorized to remove them by the City Engineer. In case such stakes and points are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and points which, in the judgment of the Engineer, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

5-210 Inspection The Engineer shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the specifications, the General Provisions, and the plans. All work done and all materials furnished shall be subject to the Engineer's inspection.

The Contractor shall provide excavations for the Engineer for the purpose of taking compaction tests in areas below existing grade where embankments or trench and structure backfill has not been tested.

Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the City Engineer so that proper inspection may be provided.

The inspection of the work or materials shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefor has been included in a progress estimate.

The projects financed in whole or in parts with State funds shall be subject to inspection at all times by the designated agents of the State of California.

Portions of the work done under a San Joaquin County encroachment permit shall be subject to County inspection.

**5-211 Removal of Defective and Unauthorized Work** All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

All work done beyond the lines and grades shown on the plans or established by the City Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the City Engineer made under the provisions of this section, the City Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the costs thereof from any moneys due or to become due to the Contractor.

**5-212 Final Inspection** Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleaning up performed, and the City Engineer notified in writing, the City Engineer will make the final inspection.

### **5-300 CONTROL OF MATERIALS**

**5-301 Source of Supply and Quality of Materials** The Contractor shall furnish all materials required to complete the work, except materials that are designated in the specifications to be furnished by the City.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications or the plans. The materials shall be manufactured, handled and used in a manner to insure completed work in accordance with the plans and specifications.

Manufacturer's warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before commencement of the work.

**5-302 Samples and Tests** At the option of the City Engineer, the source of supply of each of the materials shall be approved by the City Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the City Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the City Engineer, without charge. No material shall be used until it has been approved by the City Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

**5-303 Defective Materials** All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the City Engineer.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the City Engineer.

Upon failure on the part of the Contractor to comply with an order of the City Engineer made under the provisions of this section, the City Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

**5-304 City-furnished Materials** Materials furnished by the City will be available at locations designated in the Special Provisions, or if not designated therein they will be delivered to the project. They shall be hauled to the site of the work by the Contractor at his/her expense, including any necessary loading and unloading that may be involved. The cost of handling and placing City-furnished materials shall be considered as included in the price paid for the contract items involving such City-furnished materials. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished materials and such costs may be deducted from any moneys due or to become due the Contractor.

**5-305 Trade Names and Alternatives** For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of the manufacturer and the catalogue information. The use of an alternative article or materials which are of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements.

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, who shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and such decision shall be final.

Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

#### **5-400 LEGAL RELATIONS AND RESPONSIBILITIES**

**5-401 Laws to be Observed** The Contractor shall keep him/herself fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City of Lodi which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

**5-402 Labor Discrimination** Attention is directed to Section 1735 of the Labor Code which reads as follows:

1735. No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 1420, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

**5-403 Permits and Licenses** Except as otherwise provided, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**5-404 Contractor's Licensing Laws** Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

**5-405 Patents** The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

**5-406 Safety Provisions** The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

**5-407 Public Convenience and Safety** The Contractor shall so conduct the operation as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the Special Provisions to be used as detours, all traffic shall be permitted to pass through the work.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses and buildings along the road or street shall be maintained and temporary crossing shall be provided and maintained to good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the City Engineer.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, signs and flag persons as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof, and shall also erect and maintain such warning and directional signs as may be furnished by the City.

Signs, lights, flags and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways," issued by the State of California Department of Transportation. Copies of this manual are on file with the Public Works Department.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for doing the above-mentioned work shall be included in the price paid for the various contract items of work, and no additional compensation will be allowed therefor.

**5-408 Preservation of Property** Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees, shrubs and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, and any other above ground improvements or facilities and all underground facilities shown on the plans or brought to the Contractor's attention during the contract, within or adjacent to the highway, shall be protected from injury or damage; and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. Such objects injured or damaged by reason of the Contractor's operations shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The

cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5-409 Responsibility for Damage The City of Lodi, the City Council, all officers and employees or agent shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance with the exception of those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or employees.

The Contractor shall indemnify and save harmless the City of Lodi, the City Council, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents. The City Council may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

5-410 Contractor's Responsibility for Work Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expenses thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

5-411 No Personal Liability Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under the contract.

5-412 Responsibility of City The City of Lodi shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -  
Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -  
Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person  
\$1,000,000 Bodily Injury - Ea. Occurrence  
\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written contract with the City of Lodi. (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds  
to give notice of any potential liability  
during a time period shorter than that found  
in the Tort Claims Act shall be unacceptable.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

5-415 Guarantee and Warranty In addition to guarantees required in other provisions of the contract, Contractor shall, and hereby does, guarantee and warrant all work for a period of one year after date of acceptance of work by the City and shall repair or replace any or all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within one-year period from date of acceptance without expense whatsoever to the City, ordinary wear and tear, unusual abuse or neglect excepted. The Engineer will give notice of observed defects with reasonable promptness. The Contractor shall notify the Engineer upon completion of repairs.

In the event of failure of the Contractor to comply with the above-mentioned conditions within one week after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who hereby agrees to pay costs, penalties and charges therefor immediately on demand.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the provisions of this section, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this section or elsewhere in this contract.

This section does not in any way limit the guarantee on any items for which longer guarantee is specified nor on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defects, fraud or implied warranties.

5-416 Cooperation Should construction be underway by other agencies or by other contractors within or adjacent to the limits for the work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Contractor shall schedule and coordinate the work with the other contractors and agencies so there is the least amount of conflict during all phases of construction. The Contractor is also responsible for making all necessary agreements with other contractors as required during construction.

## 5-500 PROSECUTION AND PROGRESS

5-501 Subcontracting The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under control.

Subcontractor will not be recognized as such and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City Engineer, the subcontractor shall be removed immediately on the requisition of the City Engineer and shall not again be employed on the work.

5-502 Assignment The performance of the contract may not be assigned, except upon written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor or Contractor's surety of their responsibilities under the contract, nor will the City consent to any assignment of a part of the work under the contract.

5-503 (deleted)

5-504 (deleted)

5-505 Character of Work Personnel If any subcontractor or person employed by the Contractor fails or refuses to carry out the directions of the City Engineer or appears to the City Engineer to be incompetent or to act in a disorderly or improper manner, that person shall be discharged immediately on the requisition of the City Engineer, and such person shall not again be employed on the work.

5-506 Temporary Suspension of Work The City Engineer shall have the authority to suspend the work wholly or in part, for such period as City Engineer may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as City Engineer may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately obey such order of the City Engineer and shall not resume the work until ordered in writing by the City Engineer.

In the event that suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work which, in the sole opinion of the Engineer, could have been performed prior to the occurrence of such unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at Contractor's expense, shall do all the work necessary to provide a safe, smooth and unobstructed passageway through construction for use by public traffic during the period of such suspension as provided in Section 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," of the Standard Specifications, and as provided in the Contract Specifications. In the event that the Contractor fails to perform the work above specified, the City may perform such work and the cost thereof will be deducted from moneys due or to become due the Contractor.

5-507 Time of Completion and Liquidated Damages It is agreed by the Contractor that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in the contract, damage will be sustained by the City of Lodi, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Lodi the sum as specified in Section 6-04.03 "Beginning of Work, Time of Completion and Liquidated Damages" per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Lodi may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, Contractor's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within 10 days from the beginning of any such delay, notify the City Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of the delay, and the City Engineer's findings of the facts thereon shall be final and conclusive.

5-508 Termination of Contract Failure to prosecute the work diligently is grounds for termination of the Contractor's control over the work by the City of Lodi as provided in Section 14394 of the Government Code of the State of California.

5-509 Right-of-Way The necessary rights-of-way and easements for the work will be provided by the City of Lodi. The Contractor shall make arrangements and pay all expenses for additional area required by Contractor outside of the limits of right-of-way, unless otherwise provided in the Special Provisions.

## **5-600 MEASUREMENT, ACCEPTANCE AND PAYMENT**

5-601 Progress Payments The City Engineer, once each month after actual construction work is started, shall make an estimate as to the total amount of the work done and materials furnished by the Contractor to the last day of the preceding month.

The City of Lodi shall retain 10 percent of the estimated value of said work and the balance less any previous payments shall be paid to the Contractor.

The retained percentage as specified above will be held by the City and will be due and payable to the Contractor 30 days after filing of notice of completion, provided no liens have been filed.



5-602 Substitution of Securities for Withheld Amount Pursuant to Section 22300 of the Public Contract Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

5-603 Final Acceptance of the Work The Contractor will notify the Engineer in writing of the completion. The Engineer will check as to the actual completion, and when satisfied will recommend acceptance to the City Council. The date of completion will be the date of acceptance of the work by the City Council.

5-604 Extra Work Extra work shall conform to Section 4-1.03D, of the Standard Specifications. Payment for extra work will be established by agreement between the Contractor and the City. If no agreement can be reached, as to the exact cost of the extra work, payment will be made by force account as provided in Section 9-1.03 of the Standard Specifications.

5-605 Notice of Potential Claim This section supersedes Section 9-1.04 of the July 1992 Edition of the State of California, Business and Transportation Agency, Department of Transportation, Standard Specifications.

The Contractor shall not be entitled to the payment of any additional compensation for any cause including any act or failure to act by the Engineer to the happening of any event, thing, or occurrence unless the Engineer has been notified in writing of a potential claim as hereinafter specified; provided, however, that compliance with this Section 5-605 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 5-102, "Alterations", or the notice provisions in Section 5-507, "Time of Completion and Liquidated Damages", nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall state the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, or occurrence giving rise to the potential claim.

It is the intention of this Section 5-605 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that there shall be no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim was filed.

5-605.5 Determination of Rights If the monetary amount of all the Contractor's claims arising under or by virtue of the contract does not exceed \$25,000, such claims are subject to determination or rights under the contract by a hearing officer of the City Council of the City of Lodi. The party seeking a determination of rights shall give notice in writing of the claim to the other party and to the City Council of the City of Lodi, setting forth the facts on which the claim is based. Such notice shall be given no later than six months after the issuance of the final estimate.

The City Council of the City of Lodi will appoint a hearing officer to hear such claim within 60 days after such notice before completion of the contract, unless the City consents to earlier appointment. The hearing officer will hear and determine the controversy and render a decision in writing within 60 days after appointment, unless otherwise agreed to by the parties or unless for good cause the hearing officer extends such time. Each party shall bear its own costs and shall pay one-half of the cost of the hearing.

Rules and regulations adopted by the City Council of the City of Lodi pursuant to Section 14380 of the Government Code will govern the conduct of the hearings, including requirements as to pleadings and other documents to be filed. The rules and regulations may be obtained from the City Council of the City of Lodi.

Compliance with the notice requirements of this section does not relieve the Contractor of responsibility for complying with any notice or protest requirement specified in these specifications (e.g., Sections 5-102, "Alterations"; 5-507, "Time of Completion and Liquidated Damages"; and 5-605, "Notice of Potential Claim"), nor does compliance with the notice requirements of this section relieve the Contractor of responsibility for complying with the claims submission requirements in Section 5-606, "Final Payment".

The notices required by this section shall be sent as follows:

- (a) to the City Council of the City of Lodi, P.O. Box 3006, Lodi, California, 95241-1910;
- (b) to the Department of Public Works, City of Lodi, P.O. Box 3006, Lodi, California, 95241-1910; and
- (c) to the Contractor: such notices will be sent to the business address set forth in the proposal.

If the address to which the notice to the City Council of the City of Lodi or to the Department is to be changed, the Department will notify the Contractor in writing of such change. The Contractor may change the address to which notices are to be sent by giving the Department written notification of such change of address.

5-606 Final Payment The City Engineer shall, after the satisfactory completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the City of Lodi shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 30 days after filing of notice of completion provided no liens have been filed.

It is mutually agreed between the parties to the contract that any payments made under the contract, except the final payment, shall not be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the City of Lodi, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Lodi, the City Council, and all officers and employees from any and all claims or liability on account of work performed under the contract or any alteration thereof.

#### **5-700 STANDARD SPECIFICATIONS**

The work embraced herein shall be done in accordance with the appropriate provisions of the specifications entitled, "State of California, Business and Transportation Agency, Department of Transportation, Standard Specifications, July 1992," insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications and in accordance with the following Special Provisions.

Whenever in the contract documents or the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

City Engineer - City Engineer of the  
City of Lodi

Director of Public Works - Public Works  
Director or designated agent of the  
City of Lodi

Engineer - City Engineer or designated agent

State - The City of Lodi, California

Other items appearing in the Standard Specifications, the General Provisions, and the Special Provisions, shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

**6-01 DESCRIPTION OF WORK**

The City of Lodi Electric Utility Department has on-hand 8,200 automated electric meters for single-phase customer classes. This request for bid proposals and specifications cover the installation of these meters. The City will determine which routes will be automated, and the order in which the work will proceed. The City will also sort or filter the meter changes in an effort to ensure the installer has the correct meter for the job at hand.

The scope of work for the contractor shall include the following, as well as other incidental and related work, all as shown on the plans and specifications for the above project:

1. Provide qualified labor resources for the installation of approximately 8,200 single-phase meters within the City of Lodi;
2. Provide tools, vehicles and appropriate safety equipment necessary for this project;
3. Coordinate with the City for scheduling and reporting;
4. Complete required work order forms;
5. Pickup new meters for installation and store removed meters at designated storage sites;
6. Provide call center services during the installation period; and,
7. Installation of required door hangers, seals, rings, etc. for complete meter installation.

**6-03 EQUIPMENT AND MATERIALS**

The Contractor shall furnish for use under these Special Provisions all equipment and materials required to complete the project, except those equipment and materials specifically shown on the plans or listed in these Special Provisions as "Owner furnished".

Whenever any equipment or material is specified by name and/or number thereof, such reference shall be deemed to be used for the purpose of facilitating a description of the equipment or materials and establishing quality, and shall be deemed and construed to be followed by the words "or approved equal". No substitution will be permitted which has not been submitted ten days prior to installation for approval by the Electric Utility Department. Sufficient descriptive literature and/or samples must be furnished for any equipment and materials submitted as "equal" substitutes. Product warranties, support services or other benefits associated with the specific equipment or material will be considered by the Electric Utility Department in determining equality of materials.

Unless otherwise directed by the Electric Utility Department, manufacturer's instructions or installation recommendations shall be followed.

## **6-04 SCHEDULING PROJECT WORK**

**6-04.01 Scheduling Work** Prior to any work, the Contractor shall furnish the Engineer with a work progress schedule in writing delineating the anticipated work procedure. This schedule shall be kept current and the Project Engineer shall be notified in writing 48 hours in advance of any variation thereof. The Contractor shall also supply the Project Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

Prior to construction, a conference with the Contractor and Engineer concerning the schedule, traffic control and job safety shall be held.

The Contractor shall adhere to standard work time period from 7:00AM to 7:00PM and no work shall be done during Sundays and Holidays. The Contractor shall notify the Project Engineer in writing 48 hours in advance of any Saturday work schedule. Saturday work shall be performed between 7:00AM to 7:00PM. Should the Contractor choose to work on a Saturday, the Contractor shall reimburse the City of Lodi the actual cost of engineering, inspection, superintendence, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

### **6-04.03 Beginning of Work, Time of Completion and Liquidated Damages**

Attention is directed to the Provisions in Section 8-1.03, "Beginning of Work", in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications (California Department of Transportation) and these Special Provisions.

The Contractor shall begin work within 30 days after receiving notice that the contract has been approved by the Mayor. The work shall be diligently prosecuted to completion **within 455 calendar days**.

## **6-06 SPECIFICATIONS**

**6-06.01 General** Sections 6-10 through 6-87 of these Specifications (Special Provisions) correspond with the State of California Department of Transportation Standard Specifications. Not all the sections are used. Therefore, there are gaps in the numbering sequence. Sections used contain either:

- Changes from the Standard Specifications
- Additions to the Standard Specifications
- Repetition of the Standard Specifications for clarity and/or emphasis.